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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 AGRICOLA AGROS, S. DE R.L. DE
12 C.V., a Corporation,

13 Plaintiff,

14 v.

15 SUNFRESH USA, INC., a Corporation;
16 REY JIMENEZ, an Individual and as
17 Managing Member of SUNFRESH
18 USA, INC.; IMELDA JIMENEZ, an
19 Individual and as Managing Member of
20 SUNFRESH USA, INC.; FRANK
ARMELLINI, an Individual and as
Managing Member of SUNFRESH
USA, INC.,

21 Defendants.

CASE NO. 2:14-cv-00225-DSF-SS

**ORDER APPROVING
STIPULATION FOR ENTRY OF
JUDGMENT**

22 SUNFRESH USA, INC., a Corporation,
23 Cross-Claimant,

24 v.

25 AGRICOLA AGROS, S. DE R.L. DE
26 C.V., a Corporation,

27 Cross-Defendant.

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1 Having read and considered the Stipulation for Entry of Judgment submitted by
2 Plaintiff AGRICOLA AGROS, S. DE R.L. DE C.V., a Corporation (“Plaintiff”) and
3 Defendants SUNFRESH USA, INC., a Corporation (“Sunfresh”); REY JIMENEZ aka
4 JOSE REYNALDO JIMENEZ JR, aka JOSE REY JIMENEZ JR., referred to in the
5 Complaint as “Rey Jimenez” (“JRJ”); IMELDA JIMENEZ (“IJ”); and FRANK
6 ARMELLINI (“Armellini”), and all other pleadings and papers on file, and good cause
7 appearing,

8 IT IS ORDERED that the Stipulation for Entry of Judgment is approved in its
9 entirety.

10 IT IS FURTHER ORDERED that the following facts are adopted by this Court as
11 Findings of Fact on such terms and conditions as provided in the Stipulation.

12 1. Agricola is a Mexican grower and exporter of fresh perishable agricultural
13 commodities based in Mexico that sells and ships produce to other countries, including
14 the United States.

15 2. Defendant Sunfresh is a marketer and distributor of perishable agricultural
16 commodities to merchants located throughout North America. Sunfresh is and at all
17 material times, has been, licensed as a dealer, broker, and commission merchant under
18 PACA, License No. 20070841.

19 3. Defendant JRJ was an employee of Defendant Sunfresh during the relevant
20 time period.

21 4. Defendant IJ was an employee of Defendant Sunfresh during the relevant
22 time period.

23 5. Defendant Armellini was an employee of Defendant Sunfresh during the
24 relevant time period.

25 IT IS FURTHER ORDERED that so long as Defendants are not in default of the
26 terms of the Stipulation for Entry of Judgment, Plaintiff shall take no steps to enter and
27 enforce the Judgment.

1 IT IS FURTHER ORDERED that in the event Defendants Sunfresh and/or JRJ fail
2 to comply with the terms for payment set forth in the Stipulation for Entry of Judgment,
3 Plaintiff may immediately reopen this case to have judgment entered based on the terms
4 set forth in the Stipulation for Entry of Judgment.

5 IT IS FURTHER ORDERED that the U.S. District Court for the Central District
6 of California shall retain exclusive jurisdiction over the parties and subject matter in
7 order to enforce or interpret the provisions of the Stipulation and to enter and enforce
8 judgment on the Stipulation.

9 IT IS FURTHER ORDERED that this action shall be closed without prejudice
10 pending payment of the sums due pursuant to the Stipulation for Entry of Judgment and
11 subject to immediate reopening on Plaintiff's application to enter a judgment in
12 accordance with the terms set forth in the Stipulation for Entry of Judgment.

13
14 SO ORDERED.

15 2/6/15

Dale S. Fischer

16 DATED: _____

17 HON. DALE S. FISCHER
18 U.S. DISTRICT JUDGE

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